

PART I - SECTION H

SPECIAL CONTRACT REQUIREMENTS

LABOR CATEGORY QUALIFICATIONS

Candidates for the labor categories identified in Section B for CLIN XXXX3 must meet the qualification criteria identified in Section C.

H.1 PERSONAL SERVICES

No personal services shall be performed under this contract. No contract employee will be directly supervised by any employees of the Government. All individual Contractor employee assignments and daily work direction shall be given by the applicable Contractor supervisor. If the Contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

The Contractor must not perform any inherently governmental functions under this contract. No Contractor employee may hold him or herself out to be a Government employee, agent, or representative. No Contractor employee must state orally or in writing at any time that he or she is acting on behalf of the Government. In all communication with third parties in connection with the contract, Contractor employees must identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee must state that they have no authority to in any way change the contract. In such a circumstance, if the other Contractor believes any communications may change the direction of their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issue by the Contracting Officer.

The Contractor must inform all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause will limit the Government's rights to inspect and accept the services to be performed under this contract. The substance of this contract must be included in all subcontracts at any tier.

H.2 REDUCTION OF SERVICES

The Government may decrease, as requirements dictate, the quantity of services called for in the Schedule at the unit price specified. The Government will provide thirty (30) days notice to the Contractor prior to any termination under this contract. Performance of the remaining items shall continue as required by the contract. The Government also reserves the right to return the terminated site(s) to the contract with thirty (30) days notice to the Contractor. Notification(s) for such actions will be in written form from the Contracting Officer.